



WILLIAMSON COUNTY GOVERNMENT

January 31, 2019

To Whom It May Concern:

Williamson County is accepting proposals for the operation of the concession stand at Judge Jerry Fly Park (Fly Park) Girls Softball Complex, 3620 N Chapel Road, Franklin, TN 37067. This RFP is designed for those interested in operating the concession stand as a private business.

Proposals must be received by Thursday, February 21, 2019, 2:00 p.m. **Two (2) copies of your proposal must be submitted in a sealed envelope to the County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064.** Each envelope should be plainly marked: **RFP-Fly Park Concession Operation, February 21, 2019, 2:00 p.m. Envelope must also include proposer's company name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE PROPOSAL WILL NOT BE OPENED.**

Williamson County reserves the right to reject any and/or all proposals, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of Williamson County. **No proposal shall be valid unless signed.** No proposal shall be accepted by FAX machine.

Enclosed is an *Ethical Standards Affidavit, Iran Divestment Act Affidavit, Fair Employment Affidavit, Immigration Attestation and Immigration Compliance Affidavit, and Business Tax and License Affidavit.* Please complete these documents and return them with your proposal.

The successful proposer will be required to comply with contract and insurance requirements.

If you have any questions, please email leslie.mitchell@williamsoncounty-tn.gov. All questions must be submitted in writing by 4:30 p.m. CST on February 13, 2019. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

Leslie Mitchell, CPPO, CPPB
Purchasing Agent



Request for Proposal (RFP)

Concession Operation

For Fly Park Concession Stand

Williamson County Parks and Recreation is accepting RFP's for the operation of the concession stand at Judge Jerry Fly Park (Fly Park) Girls Softball Complex. This RFP is designed for those interested in operating the concession stand as a private business. Please submit 2 copies of your proposal.

I. RFP TERMS AND CONDITIONS

- A. This RFP does not commit the County to award a contract.
- B. It shall be the proposer's responsibility to review and verify the completeness of its proposal. Williamson County may request additional or clarifying information from the proposer at any time.
- C. Williamson County reserves and may exercise the following rights and options with respect to evaluation of the proposals.
 - To reject any and all proposals and re-issue the RFP at any time.
 - To accept or reject any or all of the items in any proposal.
 - Waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the County's sole judgment, material to the proposal.
 - To permit or reject, at the County's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the respondents following proposal submissions:
 - To request that some or all of the proposers modify proposals based upon the evaluation of the County.
- D. Term limit of the award proposer to operate Fly Park concessions stand is for one (1) year from the date of the awarded proposal. There will be an option to renew for two (2) additional one (1) year terms, for a maximum of three (3) years.

II. CONCESSION OPERATIONS

The selected proposer will be required to satisfy the following conditions as a part of the concession operations:

Personnel

- The operator will be responsible for hiring the necessary personnel to conduct the daily operation of the concession in accordance with all Health Department regulations.
- Background checks will be required for each employee that will work at the concessions stand. The reports must be available for spot inspection if requested by WCPR.

Operation Hours

- Hours of operation may vary based upon seasons and weather. Operation will include hours during the weekday nights and weekend days and nights or until the conclusion of the scheduled activity. A schedule will be determined by the Williamson County Parks and Recreation Fly Park Coordinator. This schedule will be given to the operator of the concession stand on a weekly basis. Please see (**Attachment 4**) for a typical schedule.

Menu Items and Equipment

- The concessionaire is expected to serve quality food and drinks to meet the needs of the visiting public. At Fly Park, the menu should consist of hot dogs, hamburgers, nachos, cold drinks, bottled water, and other snacks the vendor determines might meet the public's needs.
- Alcohol is not permitted at any time.
- Grills must be outside and grilling mats must be used at all times.
- Vendor will be able to use any and all equipment in the concessions stand. Any modifications or new equipment must be approved by the Williamson County Parks and Recreation Department.

IV. REQUIRED ELEMENTS OF PROPOSALS

- A. Vendor Application (**Attachment 2**)
- B. A Certificate of Insurance.
- C. Checklist for Complete Submission (**Attachment 3**)
- D. Description of the proposer's business structure, key staff and their qualifications.
- E. Description of the proposer's relative experience in operation a concession or other similar business enterprise, including relative size of business operated type of retail sales, etc.
- F. A sample menu, including proposed prices.
- G. At least three references that have firsthand knowledge of the proposer's ability to successfully operate and maintain a high-quality concession stand.

V. NOTIFICATION OF AWARDS

Final notification of the outcome of the review process is expected by March 1, 2019.

The successful proposer will be required to execute a concession agreement with the County.

Attachment #1



**Williamson County Parks and Recreation
Vendor Application Form**

Applicant:

Legal Name of Business: _____

Owner's Name: _____

Business Mailing Address: _____

City, State, and Zip Code: _____

E-Mail Address: _____

Phone: _____

General Business

Contact Person for Business Operations: _____

Title: _____

Business E-Mail Address: _____

Business Phone: _____

Fiscal

Contact Person for Fiscal Operations: _____

Title: _____

Fiscal E-Mail Address: _____

Business Phone: _____

Is your business (check one)

NON PROFIT FOR PROFIT

Is your business (check one)

CORPORATION _____

LIMITED LIABILITY PARTNERSHIP _____

INDIVIDUAL _____

SOLE PROPRIETORSHIP _____

PARTNERSHIP _____

UNINCORPORATED ASSOCIATION _____

Names and Titles of Co-Owners, Partners, and Employees

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please provide the following:

Federal Tax Identification Number: _____

COMPANY PROPOSAL

Monthly Rental: Amount per month to be paid to County: \$ _____

Please explain: _____

List three references that we may contact to verify your qualifications:

Name _____

Address _____

Phone _____

E-Mail _____

Name _____

Address _____

Phone _____

E-Mail _____

Name _____

Address _____

Phone _____

E-Mail _____

Williamson County Parks and Recreation

Concession RFP Submission Checklist

Name of Proposer: _____

Address: _____

Phone: _____ E-Mail: _____

Signature _____

_____ Insurance

_____ Agree to comply with all local and state health codes.

_____ Agree to comply with background checks on employees of concession stand.

_____ Responsible for clean-up of park grounds within 100 feet of concession stand.

_____ Provide concession stand with necessary equipment (propane gas only)

_____ Concessioner agrees to pay County \$_____ per month.

_____ Concessioner agrees to provide written verification of gross revenues monthly.

_____ Concessioner will not hold the County liable for damage to any equipment brought in or products while left in stand.

_____ Length of agreement is for one (1) year, with option to renew two (2) additional years.

_____ No subleasing of Fly Park concessions stand is allowed.

_____ Include completed Vendor Application

_____ Include completed RFP Checklist

_____ Include Sample Menu

Attachment #4

Weekdays: Monday, Tuesday, Thursday, Friday 5pm-9pm Youth Softball.

Wednesday rain make ups. Weekends Travel Tournaments.

Fly Park Weekend Tournament Schedule 2019				
Dates	Organization	Director	# of Teams/Result	Notes:
March 2-3	USSSA	Ken Crook		
March 9-10	USSSA	Mark Messick		
March 14-16	Centennial HS			
March 23-24	USGF	Debbie Viviers		
March 30-31	USSSA	Ken Crook		
Apr 6-7	USGF	Debbie Viviers		
Apr 13-14	USSSA	Ken Crook		
Apr 20-21	Easter Weekend			
Apr 27-28	Team Worth	Charlie GRAVAT		
May 4-5	USGF	Debbie Viviers		
May 11-12	USSSA	Ken Crook		
May 18-19	TN PGF	Scott Greer		
May 25-26	USA	Stan Adsams		
June 1-2	TN PGF	Scott Greer		
June 8-9	TN Worth	Gary Gable		
June 15-16	TN Worth	Charlie GRAVAT		
June 22-23	USSSA Baseball	Mark Loverkovic		
June 29-30	Team Worth	Charlie GRAVAT		
July 6-7	USSSA Baseball	Mark Loverkovic		
July 13-14	TN Worth	Gary Gable		
July 20-21	OPEN			
July 27-28	Closed for Maintenance/Field Work			
Aug 3-4	Closed for Maintenance/Field Work			
Aug 10-11	TN PGF	Scott Greer		
Aug 17-18	OPEN			
Aug 24-25	OPEN			
Aug 31/Sep 1	USSSA	Mark Messick		Play for Tay
Sept 7-8	TN PGF	Scott Greer		
Sept 14-15	USSSA	Ken Crook		
Sept 21-22	Team Worth	Charlie GRAVAT		
Sept 28-29	TN PGF	Scott Greer		
Oct 5-6	USSSA	Mark Messick		
Oct 12-13	USSSA	Mark Messick		
Oct 19-20	Team Worth	Charlie GRAVAT		
Oct 26-27	USGF	Debbie Viviers		

WILLIAMSON COUNTY PARKS & RECREATION DEPARTMENT
PERIODIC USE AGREEMENT – FOR CONCESSIONS

GENERAL “USER” INFORMATION

Name of “User”

Organization/Individual: _____

Contact Person: _____

Address: _____

Home Phone _____ Work: _____ Cell: _____

Email Address: _____

FACILITY RENTAL FEE INFORMATION: (WILLIAMSON COUNTY AGENCIES & RESIDENTS)

INFORMATION CONCERNING USE (Must be completed in detail):

Starting Date: _____ Ending Date: _____

Location of Facility: _____ Fly Park located at 3620 N Chapel Rd, Franklin, TN 37067 (“Park”)

TERMS AND CONDITIONS:

Limited, Revocable Permission to Use. The County grants User revocable permission to use the concession stand solely on the Use date, and only during the Use hours, subject to the terms and conditions as agreed upon herein. This Agreement is revocable by Williamson County for no cause in its complete discretion at any time upon written notice from Williamson County to User and upon revocation; any fees and deposits paid by User shall be refunded unless the revocation is due to User’s breach of any term of this Agreement. In addition to the other Williamson County and Department rules and regulations concerning use of Williamson County property and the terms and conditions of this Agreement, User covenants and agrees that User shall fully comply with all of the following general rules of operation:

- User will at all times, keep the concessions stand and surrounding areas clean;
- All rubbish and garbage resulting from User’s use of the concessions stand must be collected and removed from the Park upon conclusion of each use by User. User shall not store any concessions at the Facility under any circumstances;
- User shall comply with all statutes, ordinances, or regulations of all applicable governmental authorities. This shall include but not be limited to compliance with all health codes and regulations and all business licensing requirements;
- User shall not litter, deface, or damage the concession stand and shall not knowingly, intentionally, or negligently damage any part of the Park. Promptly, upon demand, User shall pay to Williamson County the cost or expenses incurred or to be incurred for any extraordinary cleaning services, repairs, or replacements necessitated by User or its agents, participants, attendees, employees, independent contractors, or invitees;
- Williamson County reserves the right, in its sole and absolute discretion, to restrict the sale or display of any item which is deemed objectionable. If for any reason, User or its contents are deemed objectionable, the exhibit, product, or item will be subject to removal. Should such an eviction or restriction be enforced, there shall be no refund of any fees or funds paid under this Agreement;
- User shall neither use nor occupy the concessions stand or any part of the Park for any unlawful, disreputable, or hazardous business purpose, nor operate or conduct any private business in the Park;
- User shall not change the locks or install personal locks at or on the concession stand. Should User, or any person acting on behalf of User, violate this section, User shall be responsible for all costs associated with removing personal locks; and
- Williamson County retains the right to use any part of the Facility in any manner not inconsistent with the rights granted herein to User unless Williamson County is exercising its rights provided herein or for any reason deemed by Williamson County to be in its interest.

Fee. User shall pay to Williamson County, _____. User shall pay Williamson County on a weekly basis and include an explanation concerning the gross receipts provided and any costs that were deducted.

Business Taxes/Fees and Licenses. User shall be responsible for paying fees for and acquiring all required permits from the City and State, and all other approvals from governmental authorities required to sell the concessions or operate a business. It is the User's responsibility to obtain and maintain all required business licenses or other required government approvals to sell concessions.

Health and Safety. User shall comply with local, city, and state laws, ordinances, and regulations including, but in no way limited to, all applicable federal, state, and local codes and regulations relating to the preparation and service of food products, as well as any and all regulations set forth by the management covering fire, safety, health, and all other matters. User, its employees, agents, and subcontractors, shall be solely and completely responsible for maintaining the Facility in a safe and hazard free area. This requirement will apply continuously. If death, serious injuries, or serious property damages are caused, the accident or loss will be reported verbally and immediately to Williamson County Government, Risk Management Division at (615) 790-5466 during business hours and at (615) 791-6200 after business hours. In addition, User must promptly report in writing to Williamson County Government, Risk Management Division within 24 hours of all accidents or incidents of loss whatsoever arising out of or in connection with the use of the space giving full details.

Licensing: User affirms, recognizing that Williamson County is relying thereon, that it has received all permits and licensing required under applicable law to operate a concession stand.

Responsibility for Damages: User or any person/organization renting and/or using any concession stand(s) ("Facility") shall be held responsible for the entire cost of any and all damages occurring to the Facility or equipment. Any pre-existing damages must be brought to the attention of Williamson County Parks and Recreation Department ("WCPRD") prior to the use of the Facility or the damages will be assessed to the User. Damages may include, but are not limited to, any damage to equipment such as freezers, lights, hot dog machine, popcorn, deep fryers, fixtures, and the Facility structure. WCPRD shall be responsible for hiring any third party to fix or replace the Facility for damages caused by User, its employees, volunteers, invitees, and/or agents at the cost of the User. User agrees to pay the total cost of the damages within ten (10) working days of receiving a detailed invoice.

The User shall use and occupy the Facility in a safe and careful manner and in compliance with all applicable municipal, state and federal laws and rules and regulations pertaining to the Facility or other recreational facilities, and all other rules and regulations prescribed by the fire and police departments and other governmental authorities as may be in force and effect during tenancy. Said organization shall not do any act during the term of this Use Agreement which will in any way mar, deface, alter, injure, and damage in any manner any part of the Facility. The User shall be held financially responsible for any and all damages to the Facility and for any court/attorney fees that may stem from the attempt to collect any and all damages or money otherwise owed.

Facility: User represents that User has examined the Facility and accepts "as is" the condition of the Facility. No representation, statement, or warranty, express or implied has been made by or on behalf of WCPRD or Williamson County as to the condition of the Facility or as to the use that may be made of the Facility. WCPRD shall have unrestricted right to enter the Facility area.

Legal: The User agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the use of the Facility. In addition, the User agrees that it shall not forbid any participant from receiving services due to race, creed, color, national origin, age or sex nor shall it subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

Use: User must provide all equipment needed for the operation of the Facility unless provided by WCPRD. Either party has the right to terminate this Agreement at any time. Termination shall become effective on the date notice of the termination is received by the other party. Termination under this section by Williamson County shall not relieve User from any breach or liability arising prior to the termination date. Breach of any terms of this agreement by User may, at the complete discretion of WCPRD or Williamson County, debar or suspend User from participating in any future Use Agreements with WCPRD for the provision of concessions.

Indemnification and Hold Harmless:

- A) User shall indemnify and hold harmless Williamson County and the WCPRD, their officers, agents and employees from:
 - 1) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of User, its officers, employees, volunteers, and/or agents, including its sub or independent contractors, in connection with the provision of concessions or use of the Facility.
 - 2) Any claims, damages, penalties, costs, and attorney fees arising from any failure of User, its officers, employees, volunteers, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws, and
 - 3) Any claims, damages, penalties, costs, and attorney fees arising from any action brought against Williamson County or WCPRD by any of User's officers, employees, volunteers, and/or agents arising out of any injury incurred by such officer, employee, and/or agent in the course of the performance of this Agreement, regardless of the cause of injury.
- B) User shall pay Williamson County any expenses incurred as a result of User's failure to fulfill any obligation in a professional and timely manner under this Agreement.
- C) Neither Williamson County nor the WCPRD will indemnify, defend, or hold harmless in any fashion the User from any claims arising from any failure, regardless of any language in any attachment or other document that the User may provide.

Assumption of Responsibility. User expressly assumes full responsibility for all persons acting on behalf of or through User with respect to User's use of the Facility, including User's employees, agents, members, invitees, visitors, volunteers, and licensees.

No Assignment. This Agreement is for the sole benefit of the User and Williamson County, and User may not assign or transfer its obligations or rights under this Agreement. Any assignment or transfer contrary to the provisions of this section shall be null and void.

Insurance: User, at its own expense, shall maintain during the entire use of the Facility a policy or policies of commercial general liability insurance, including personal injury and property damage, or evidence of self insurance in the amount of One Million Dollars (\$1,000,000.00) for property damage and One Million Dollars (\$1,000,000.00) per occurrence for personal injuries or deaths of persons occurring in or about the Facility. User further agrees to provide a copy of the certificate of insurance to the WCPRD, which certificate shall name Williamson County as an additional insurer. User agrees that such policies shall be non-cancelable except upon thirty (30) days' prior written notice to the WCPRD. Throughout the term of this Agreement, User shall provide an updated certificate of insurance upon expiration of the current certificate.

WCPRD POLICIES TO BE UPHELD

- * NO ALCOHOLIC BEVERAGES permitted in or on Williamson County property. NO SMOKING will be permitted inside Facility or Park.
- * The Williamson County Parks and Recreation Department reserves the right to refuse User use on any Parks and Recreation Facility for circumstances for actions it deems not appropriate.

I, the undersigned, do hereby understand and do hereby agree to all provisions under this Use Agreement.

Signature _____ Date: _____

WCPRD OFFICE ONLY:

Field(s) Rental Fee: \$ _____
 Team Fee: \$ _____
 Individuals Fee: \$ _____
 Vendors Fee: \$ _____
 Supervisor Fee: \$ _____ Separate check (\$15.00 per hour)

Total Rental Fee: \$ _____

Deposit Due Now - \$100.00 Rental Fee: \$ _____ Rcpt#: _____

Balance \$ _____ Due On _____ by 4:00 p.m. Rcpt#: _____

Deposit Returned On _____ Money Deducted Y N If yes, amount: \$ _____

Supervisor Check payable to: _____

in the amount of: \$ _____

**IMMIGRATION ATTESTATION
AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

CONTRACTOR'S LEGAL ENTITY NAME _____

CONTRACTOR'S TENNESSEE LICENSE NUMBER _____

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of the Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of any Services under this Agreement.

By executing this affidavit, the undersigned person or entity verifies its compliance with the Tennessee Lawful Employment Act codified at *Tennessee Code Annotated, Section 50-1-701, et. seq.*, stating affirmatively that the Contractor which is contracting with Williamson County government has registered with and is participating in the federal work authorization program commonly known as E-Verify or has obtained and maintains copies of the required documents in accordance with the applicable provisions of the Tennessee Lawful Employment Act.

The Contractor further agrees that it will continue to comply with all provisions of the Tennessee Lawful Employment Act, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who comply with the applicable provisions of the Tennessee Lawful Employment Act.

The undersigned person or entity further agrees to maintain records of the documents or of such compliance including documentation for all subcontractor(s) retained to perform such service on behalf of the Contractor for the minimum period provided in the Tennessee Lawful Employment Act.

BY: Authorized Officer or Agent Date
(Name of Person or Entity)

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Witness: _____

Date: _____

Business Tax and License Affidavit

Business Tax and License Affidavit. The undersigned, ("Affiant"), states that he/she has the legal authority to swear to this on behalf of _____, ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, Section, 5-14-108(l)* which provides that "(n)o purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent." Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ (County), Tennessee.

Affiant

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

Ethical Standard Affidavit.

State of Tennessee

County of Williamson County

Ethical Standard Affidavit. After first being duly sworn according to law, the undersigned ("Affiant") states that he/she has the legal authority to swear to this on behalf of _____ ("Contractor") that no part of any other governmental monies provided for the services or products contemplated in this Agreement which was received from the State of Tennessee and/or Williamson County shall be paid directly to an employee or official of the State of Tennessee or Williamson County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the County or the Contractor in connection with any work contemplated or performed relative to this Agreement. Affiant and Contractor further swears that no federally, state, or county appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any employee of the State of Tennessee, or employee of Williamson County in connection with the awarding of any federal, state, or county contract, the making or awarding of any government grant, the making of any government loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal, state or county contract, grant, loan, or cooperative agreement.

Affiant

By: _____

Title: _____

Witness: _____

Date: _____

**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

Witness: _____

Date: _____

FAIR EMPLOYMENT PRACTICES AFFIDAVIT

State of _____ County of _____

Fair Employment Practices Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Offeror) and that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____
